

District of Coldstream
REQUEST FOR PROPOSAL
No. RFP-2024-08
For

FOOD SERVICES – KALAMALKA LAKE BEACH

Proposals marked “RFP-2024-08 – Food Services – Kalamalka Lake Beach” will be received by the District of Coldstream:

District of Coldstream
c/o Purchasing Assistant
purchasing@coldstream.ca
 (“Submission Location”)

On or before 2:00 pm local time on November 5, 2024
 (“Closing Date and Time”)

RFP documents may be obtained from the District’s website (www.coldstream.ca/business-development/bid-opportunities) or from BC Bid (<https://bcbid.gov.bc.ca>). Proponents are required to check the District’s website or BC Bid for any updated information and addenda before the closing date.

Community Facilities Manager
District of Coldstream

Date of Issue: October 11 2024

TABLE OF CONTENTS

1.0 General information	3
1.1 Request.....	3
1.2 Terminology.....	3
1.3 RFP Timetable.....	3
2.0 Instructions to Proponents	4
2.1 Review and Interpretation of Proposals.....	4
2.2 Inquiries and Clarifications.....	4
2.3 Non-Solicitation.....	4
2.4 Addenda.....	4
2.5 Proposal Requirements.....	4
2.6 Modification or Withdrawal of Proposals.....	4
2.7 Opening of Proposals.....	5
2.8 Insurance.....	5
2.9 Registration with WorkSafe BC.....	5
2.10 Site Meeting.....	5
3.0 Submission Requirements for Proposal	5
3.1 Mandatory Requirements.....	5
3.2 Content.....	5
3.3 Signatures.....	6
3.4 Delivery.....	6
3.5 Fees.....	6
4.0 Evaluation and Selection	6
4.1 Evaluation of Proposals.....	6
4.2 Selection.....	7
5.0 Terms and Conditions of RFP	7
5.1 Acknowledgement.....	7
5.2 Preparation of Proposal.....	7
5.3 Conflict of Interest.....	7
5.4 Interpretation.....	7
5.5 No Claim.....	7
5.6 Not a Tender.....	7
5.7 No Obligation to Proceed.....	8
5.8 District’s Reservations.....	8
5.9 Applicable Law.....	8
5.10 Freedom of Information and Protection of Privacy Act.....	8
Schedule 1 Terms of Reference	9
Schedule 2 Proposal Submission Form	13

1.0 GENERAL INFORMATION

1.1 Request

The District of Coldstream (“District”) is requesting Proposals from experienced and qualified Food Service Operators (the “Proponent”) for the use of the Concession Building and a Mobile Vendor Spot at Kalamalka Lake Beach for a one (1) year term, beginning April 15, 2025 (for the 2025 season). The term may be extended for two (2) additional (two (2) year terms upon mutual agreement of both parties for maximum term of five (5) years.

The District intends to award to a Proponent who submits a proposal which, in the sole opinion of the District, represents the best overall value to the District. This document outlines the overall scope of food services, the basic requirements for the proposal document and provides evaluation criteria to be used as the basis for awarding the contract. The successful Proponent must have an experienced team of staff to provide the service and be able to demonstrate suitable knowledge and experience.

1.2 Terminology

The following terms will apply to this RFP:

“District” means the Corporation of the District of Coldstream;

“Closing Date and Time” means the date and time provided on the cover page of this RFP;

“Contract” means the written agreement resulting from this RFP;

“Proponent” means an individual, Supplier or company that submits or intends to submit, a proposal in response to this RFP;

“Proposal” means a submission by a Proponent in response to this RFP;

“RFP” means this Request for Proposals;

“Specifications” means the description of the goods or services to be procured set out in Schedule 1;

“Submission Location” means the address provided on the cover page of this RFP;

“Successful Proponent” means the Proponent selected by the District.

1.3 RFP Timetable

Deadline for Questions	November 1, 2024
Submission Deadline	November 5, 2024
Estimated Evaluation of Proponents	November 5-11, 2024
Mandatory Site Meeting	October 29, 2024
Anticipated Execution of Agreement	November 29, 2024

The RFP timetable is tentative only and may be changed by the District at any time.

2.0 INSTRUCTIONS TO PROPONENTS

2.1 Review and Interpretation of Proposals

Each Proponent is solely responsible for examining all the RFP documents, including any addenda issued during the RFP period and for independently informing itself with respect to any and all information contained therein, and any and all conditions that may in any way affect the Proposal before the Proposal is submitted.

2.2 Inquiries & Clarification

All questions and requests for clarification relating to the RFP (*Request for Proposal*) will be directed to facilities and purchasing at purchasing@coldstream.ca and must be received by the District on or before 2:00 PM on Friday November 1, 2024 Email is the only method of contact.

2.3 Non-Solicitation

Proponents and their agents will only contact the District representatives listed in this RFP and will not contact any other staff members or members of the District Council with respect to this RFP at any time prior to the award of a Contract or the termination of the RFP. The District may reject the Proposal of any Proponent that makes any such contact.

2.4 Addenda

The District reserves the right to modify the terms of the RFP at any time at its sole discretion up to the Closing Date and Time. Written addenda are the only means of varying, clarifying or otherwise changing any of the information contained in this RFP. It is the sole responsibility of the Proponent to thoroughly examine these documents and satisfy itself as to the full requirements of this RFP. If required, an addendum will be published on BC Bid and The District's website:

- A. District's Website: www.coldstream.ca
- B. BC Bid: <https://www.bcbid.gov.bc.ca/>

Upon submitting a proposal, Proponents will be deemed to have received notice of all addenda that are posted on BC Bid and deemed to have considered the information in the Proposal submitted. The District, its agents and employer will not be responsible for any information given by way of oral or verbal communication.

2.5 Proposal Requirements

For a Proposal to be considered responsive, it must meet all requirements described in Section 3.0.

2.6 Modification or Withdrawal of Proposals

Modification to Proposals already submitted will only be allowed if submitted in writing prior to the Closing Date and Time unless requested by the District for purposes of clarification.

Submitted Proposals may be withdrawn by written notice provided such notice of withdrawal is received prior to the Closing Date and Time.

2.7 Opening of Proposals

Proposals will NOT be opened in public. Proposals may be opened by the District at any time after the Closing Date and Time.

2.8 Insurance

Where required, the Successful Proponent will, without limiting its obligations or liabilities, and at its own expense, provide and maintain public liability insurance and have the District named as additional insured in a form acceptable to the District and provide proof of coverage to the District upon request.

2.9 Registration with WorkSafe BC

The Successful Proponent must be registered with *WorkSafeBC*, in which case *WorkSafeBC* coverage must be maintained for the duration of the contract. Prior to receiving any payment, the Consultant may be required to submit a *WorkSafeBC Clearance Letter*, indicating that all assessments have been paid. The Contractor will abide by all provisions of the *Workers Compensation Act of British Columbia*.

2.10 Site Meeting

A Mandatory Site Meeting will be scheduled for 10:00 AM on Tuesday October 29, 2024, meeting at the Kalamalka Beach Concession please email purchasing@coldstream.ca to confirm attendance.

3.0 SUBMISSION REQUIREMENTS FOR PROPOSAL

3.1 Mandatory Requirements

All requirements described in this Section 3.0 are mandatory requirements and must be met for a Proposal to be considered responsive.

3.2 Content

The proposal should contain sufficient information to demonstrate to the District that the Proponent is qualified to provide the specified services at the most suitable cost.

Each proposal should contain, at a minimum, the following:

- 1) Completed and signed Proposal Submission Form as per Schedule 2;
- 2) A profile of the Proponents' company and a list of the key personnel assigned to the work and a description of the overall concept, menu and operation;
- 3) A proposed work plan and schedule responding to Schedule 1: Terms of Reference; and
- 4) Confirmation of compliance with all necessary regulatory agencies.

3.3 Signatures

The Proposal Submission Form must be signed by an authorized representative of the Proponent.

3.4 Delivery

Proposal submissions must be received by the District before the Closing Date and Time at the Submission Location. Proposals must be submitted electronically via email.

The RFP Closing Date and Time will be determined by the email system web clock. Email submissions must be submitted to purchasing@coldstream.ca. Email submissions must not exceed 100MB in total file size.

Late proposals will not be accepted.

3.5 Fees

The Proponent will provide a proposed fee to be paid to the District for use of the Concession Building and right to have a Mobile Vendor. Fees will be shown on the Proposal Submission Form with GST shown separately.

4.0 EVALUATION & SELECTION

4.1 Evaluation of Proposals

Proposals will first receive a preliminary evaluation to determine if they meet all submission requirements described in Section 3.0. Proposals determined to not meet the submission requirements will be deemed unresponsive and not evaluated further, subject to the District's right to waive minor deficiencies.

No totals, weights, prices or scores will be provided to any Proponent. The District may elect to short list some of the Proponents and require short listed Proponents to provide additional information or details, including an interview. This information would be incorporated to complete the evaluation.

Responsive Proposals will be evaluated and scored on the following basis:

Evaluation Criteria	Maximum Points Possible
PROPONENT'S QUALIFICATIONS	75
Qualifications and experience	25
Methodology (quality of Proposal and menu including healthy options)	20
Historical performances (references, contract administration, similar projects)	30
FINANCIAL OFFERING	25
Proposed overall fees for the service	25
TOTAL	100

4.2 Selection

The Proponent with the highest score will be invited to enter into a Contract. If the invited Proponent fails to enter into the Contract in a reasonable period, the next highest-scoring Proponent will be invited to enter into the Contract, and so on.

5.0 TERMS AND CONDITIONS OF RFP

5.1 Acknowledgment

By submitting a Proposal, each Proponent acknowledges that it has read, understood, and agrees to be bound by all terms and conditions contained in this Section 5.0.

5.2 Preparation of Proposal

All Proponents will be solely liable for all costs incurred in the preparation of proposals in response to this RFP. This RFP does not commit the District to award a contract, to pay costs incurred in the preparation of a proposal or to contract for the goods and/or services offered.

5.3 Conflict of Interest

By submitting a Proposal, the Proponent warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Proponent, has any financial or personal relationship or affiliation with any elected official or employee of the District or their immediate families which might in any way be seen by the District to create a conflict.

5.4 Interpretation

In the case of any inconsistency or conflict between the provisions of the RFP, the provisions of such documents and addenda thereto will take precedence in governing in the following order: 1) Addenda, 2) RFP, 3) all other documents referenced in RFP.

5.5 No Claim

Except as expressly and specifically permitted in this Request for Proposal (RFP) no Proponent will have any claim for any compensation of any kind whatsoever, relating to this RFP and by submitting a Proposal each Proponent will be deemed to have agreed that it has no claim.

5.6 Not a Tender

This is a Request for Proposal and not a tender call or call for quotations. No contractual, tort or other legal obligations are created or imposed on the District or any other individual, officer or employee of the District by the Request for Proposal documentation or by submission or consideration of any proposal by the District.

5.7 No Obligation to Proceed

Though the District fully intends at this time to proceed through the RFP, in order to select the services, the District is under no obligation to proceed to the Contract, or any other stage. The receipt by the District of any information (including submissions, ideas, models, or other materials communicated or exhibited by any intended Proponent, or on its behalf) will not impose any obligations on the District. There is no guarantee by the District, its officers, employers, or managers that the process will be initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in a contract with the District for the purchase of goods or services.

5.8 District's Reservations

The District reserves the right to:

- a) amend, cancel, delay, suspend, terminate, or withdraw this RFP at any time;
- b) re-advertise the RFP or to commence a new procurement process in any other form;
- c) after the Closing Date and Time, to not evaluate any Proposal;
- d) waive any minor defect or minor irregularity in a Proposal;
- e) after evaluation of Proposals has been performed, to not invite any Proponents to enter into the Contract;
- f) after inviting one or more Proponents to enter into the Contract, to not execute the Contract; and
- g) amend or negotiate terms of the Contract including contents of Schedule 1 and Schedule 2 with one or more Proponents.

5.9 Applicable Law

The law applicable to this RFP will be the law in effect in the Province of British Columbia. Except for an appeal from a British Columbia Court to the Supreme Court of Canada, no action in respect to this RFP will be brought or maintained in any court other than in a court of the appropriate jurisdiction of the Province of British Columbia.

5.10 Freedom of Information and Protection of Privacy Act

Information received by the District will be held in confidence and will become the property of the District. The District is however, bound by the provisions of the Freedom of Information and Protection of Privacy Act, and all parties are advised that submissions will be treated as public documents and their contents disclosed if required to do so, pursuant to the Act.

**SCHEDULE 1
TERMS OF REFERENCE**

TERMS OF REFERENCE

1.0 Purpose & Objectives

The District of Coldstream is requesting Proposals from qualified Proponents to provide Food Services at Kalamalka Lake Beach within the District. It is the District's objective to provide food services that meet the demands of the park users/visitors, including health-conscious outdoor enthusiasts, local residents and tourists who come to enjoy the natural beauty of Kalamalka Lake, the beach and water activities.

This includes:

- Convenient, healthy food options;
- Food options at a variety of price points; and
- Foods that highlight locally sourced products and ingredients.

2.0 Term and Renewal

The term of the agreement will be for a one (1) year term, beginning April 15, 2025 (for the 2025 season). The term may be extended for two (2) additional (two (2) year terms upon mutual agreement of both parties for maximum term of five (5) years.

3.0 Services and Location

The provision of food services shall commence no earlier than April 15 and no later than May 15 each year of the Agreement.

At a minimum, the Concession shall be open:

- Weekends during May and June; and
- Seven days a week during July and August.

All other openings over and above these minimum standards must be communicated to the District.

The provision of food services at Kalamalka Lake Beach is for the use of the Concession building, as is where is, and one (1) mobile vendor location. The concession building is approximately 48ft x 15ft located in the center of Kalamalka Lake Beach. The mobile vendor location is restricted to the area between the concession building and washroom facility between Kalamalka Road and the fence on Kalamalka Lake Beach. Both locations are illustrated in the picture below.



The District will provide the Concession Building and the Successful Proponent shall provide all the major appliances, equipment, fixtures and miscellaneous accessories which may be required to operate the concession. The building on the premises shall be deemed to be a fixture and all rights, title and ownership therein and thereto is and shall remain the property of the District.

The Successful Proponent will be responsible for all costs of providing Food Services and shall be entitled to retain any net profits that exceed its costs and the fee payable to the District.

4.0 Site Conditions

The Proponent should examine the site of the work before submitting their Proposal, either personally or through a representative and satisfy themselves as to the nature and location of the work, conditions, the equipment needed, all necessary information as to the risk, contingencies and circumstances as may affect the Proposal and all other matters which can in any way affect the work. The Proponent is fully responsible for obtaining all information required for the preparation of their Proposal and for the execution of the terms herein.

5.0 Other Conditions

Notwithstanding any other requirement outlined above, the Proponent acknowledges and hereby agrees to the following conditions:

- The District retains the right to allow other concession operators to operate on the beach for special events (eg. Dragon Boat Festival or volleyball tournament);
- The Proponent will not assign or sublet without leave;

- The Proponent will replace and repair whenever necessary plumbing, heating, electrical wiring, and fixtures servicing or used in connection with the operation;
- The Proponent will leave the premises in good repair and clean at the end of each season. All supplies are to be removed from the building at the end of each season;
- The Proponent may, from time to time, at its own expense, make interior alterations and improvements to the premises upon obtaining the written consent of the District;
- The Proponent may not undertake any structural alterations or changes to the buildings nor locate or affix any signs on the lands or buildings without the prior written consent of the District;
- The Proponent will at all times be responsible for the proper cleanliness and maintenance of the concession equipment, in order to meet all requirements of the local health authority;
- The Proponent must provide annual documentation including:
 - Certification of inspection and approval by the local Health Inspector for operation of the Beach Concession;
 - General Commercial Liability Insurance (\$5 million) listing the District of Coldstream as additional insured;
 - District of Coldstream or Inter-community business licence and;
 - Compliance with WorkSafeBC
- All personnel working in the concession must have a valid Food Safe Certificate;
- The Proponent is responsible to maintain all picnic tables in a clean and sanitary condition which includes washing off tables on a daily basis and cleaning off picnic table cement pads of sand;
- The Proponent shall comply with all regulations regarding fire, traffic, and sanitation and acquire all necessary permits;
- The Proponent will be responsible for all damages other than normal wear and tear;

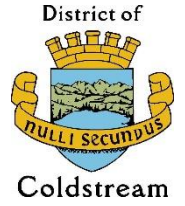
6.0 Performance Security

Upon notification of acceptance, the Successful Proponent shall be called upon to provide a security deposit in the amount of two thousand dollars (\$2,000) in cash or irrevocable Letter of Credit.

All repairs to the Building supplied by the District, resulting from damage or misuse by the Successful Proponent other than normal wear and tear may be deducted from the security deposit.



**SCHEDULE 2
PROPOSAL SUBMISSION FORM**



PROPOSAL SUBMISSION FORM

District of Coldstream
REQUEST FOR PROPOSAL
No. RFP-2024-08

FOOD SERVICES – KALAMLAKA LAKE BEACH

Submitted by: _____
(individual or company name)

1.0 Authorization

We hereby submit our Proposal for the Food Services – Kalamalka Lake Beach described in this RFP and confirm that price, and other information contained in this Proposal are correct, and that the signature(s) below are those of duly authorized officer(s) of the Proponent having the authority necessary to make this Proposal.

Company or Individual Name	
Street Address	
City, Province, Postal Code	
Tel No.	
Email	
Name and Title (please print)	
Signature	
Date	

2.0 Fees

Fees for use of Concession Building and Mobile Vendor rights based on the Terms of Reference as shown in Schedule 1.

	Monthly
TOTAL PROPOSAL PRICE (excluding GST)	\$ _____
GST	\$ _____
TOTAL PROPOSAL PRICE (including GST)	\$ _____

GST Registration No. (if applicable) _____

3.0 Addenda

We acknowledge the receipt of the following Addenda related to this Request for Proposals and have incorporated the information received in preparing this Proposal:

Addendum No.	Date Issued	Date Received

4.0 References

Please provide four (4) references that the District may contact to verify successful performance of services which you are currently or have recently supplied which is the same or similar to that which you are proposing.

Company for whom the service was provided	
Did your firm act as the main contractor or as a subcontractor	
Reference Contact	
Telephone & Email	
Date of services provided	

Company for whom the service was provided	
Did your firm act as the main contractor or as a subcontractor	
Reference Contact	
Telephone & Email	
Date of services provided	

Company for whom the service was provided	
Did your firm act as the main contractor or as a subcontractor	
Reference Contact	
Telephone & Email	
Date of services provided	

Company for whom the service was provided	
Did your firm act as the main contractor or as a subcontractor	
Reference Contact	
Telephone & Email	
Date of services provided	

**Appendix 'A'
DRAFT AGREEMENT**

FOOD SERVICES AND USE OF CONCESSION BUILDING AGREEMENT

THIS AGREEMENT made the _____ day of _____, 2024

BETWEEN:

DISTRICT OF COLSTREAM

9901 Kalamalka Road
Coldstream, B.C.
V1B 1L6

(the "**Municipality**")

AND:

<>

(the "**Contractor**")

WHEREAS:

- A. The Municipality issued a Request for Proposals (the "**RFP**") for the provision of food services at Kalamalka Lake Beach (the "**Services**"), a copy of which is attached hereto as Schedule "A" and forms part of this Agreement;
- B. The Contractor submitted a proposal (the "**Proposal**") in response to the RFP a copy of which is attached hereto as Schedule "B" and forms part of this Agreement, and
- C. The Municipality accepted the proposal submitted by the Contractor and the parties now wish to establish the terms and conditions on which the Contractor will provide food services at Kalamalka Lake Beach for the Municipality.

NOW THEREFORE IN CONSIDERATION of these premises, the services performed by the Contractor for the Municipality and the payments by the Contractor to the Municipality, the parties agree as follows:

1. APPOINTMENT

- 1.01 The Municipality agrees to allow the Contractor to use the concession stand and to have one mobile vendor at Kalamalka Lake Beach (the "**premises**") in order to provide the services described in Schedule "B" attached hereto (the "**Proposal**") and the Contractor agrees to provide the Services on the terms and conditions herein.

2. TERM

2.01 This Agreement shall be in force for the period of time commencing on _____ and terminating on _____ (the "Term"). While the term is for one year, the Services are to be provided only from May 1 to September 30 each year, with minimum open times to be all weekends in May, June and September, and 7 days per week during July and August.

The Municipality and the Contractor may, by mutual agreement, agree to extend the Term of the Agreement for an additional one-year period, on the same terms and conditions as are set out herein, except for any changes as may be mutually agreed to at the time of such extension.

3. SERVICES AND RESPONSIBILITIES

3.01 The Contractor shall perform the Services under this Agreement in a professional, timely and cost effective manner in general accordance with the terms, conditions, requirements and specifications of this Agreement, the RFP and the Proposal, and with that degree of care, skill, and diligence normally provided in the performance of similar services to those contemplated by this Agreement. In the case of a conflict or inconsistency among the RFP, the Proposal and this Agreement, this Agreement will prevail over the Proposal and the RFP and the Proposal will prevail over the RFP.

3.02 The Contractor must be registered and in good standing with the Workers' Compensation Board of British Columbia Assessment Department. The Contractor's WorkSafeBC registration number is _____.

3.03 The Contractor will comply generally with the *Workers' Compensation Act* and in particular will obtain and maintain during the term of this Agreement the necessary coverage for the Contractor's employees, and will, upon request by the Municipality provide evidence as to such coverage.

3.04 In providing the Services and at all times when the Contractor is on the Municipality's property, the Contractor will comply with all applicable health and safety regulations, including the Occupational Health and Safety Regulation, B.C. Reg. 296/97, as amended.

3.05 The Contractor will be solely responsible, at its cost, for obtaining all necessary permits, licenses and approvals required for the provision of the Services including a business license from the Municipality. The Contractor will provide copies of all such permits, licenses and approvals to the Municipality, along with a certificate of insurance as required under Article 11, upon execution of this Agreement.

3.06 The Contractor shall carry out the services with minimal obstruction to traffic, and no materials stockpiling or similar obstruction or disturbance shall be permitted outside of the concession stand.

3.07 The Contractor shall keep the premises reasonably free of waste and building debris at all times.

- 3.08 The Contractor shall prevent damage to the premises and adjacent areas of the Park.
- 3.09 The Contractor shall repair any damage to the premises attributable to the work under this Agreement immediately with minimum inconvenience and at no extra cost to and to the satisfaction of the Municipality.
- 4. FEES**
- 4.01 The Contractor will pay to the Municipality **[insert Fee Proposal]** in full payment and consideration for the right to use the premises in the provision of the Services and the Municipality will accept the same as full payment and consideration for such rights to provide the Services.
- 4.02 Fees will be paid to the Municipality on a monthly basis, in advance, on the first of each month, for the term of the Agreement. Considering operational demands, 50% payments will be accepted for months of April and September should the service only be provided for 15 days or less.
- 4.03 The Contractor is responsible for all monthly bills for Hydro, Telephone and any Security relating to the Concession building during the months of business.
- 5. INDEPENDENT CONTRACTOR**
- 5.01 The Contractor will be an independent contractor and not the servant, employee or agent of the Municipality.
- 5.02 The Contractor will not in any manner whatsoever commit or purport to commit the Municipality to the payment of any money except pursuant to this Agreement.
- 5.03 The Contractor will accept instructions from the Municipality with respect to the Services, provided that the Contractor will not be subject to the control of the Municipality in respect of the manner in which such instructions are carried out except as specified in this Agreement.
- 5.04 The Contractor will comply with all applicable municipal, provincial and federal laws.
- 5.05 The Contractor will be responsible for remitting all statutory payments relating to the provision of the Services by the Contractor and its employees and the Fees paid by the Municipality under this Agreement, including, without limitation, Income Tax, Canada Pension contributions, Employment Insurance premiums, and Workers Compensation Board premiums, as applicable. The Contractor hereby indemnifies and saves harmless the Municipality from all claims or demands relating to such statutory payments.
- 6. MATERIALS, APPLIANCES AND PERSONNEL**
- 6.01 The Contractor shall provide and pay for all material, food and beverage costs, labour, tools, equipment, power, transportation and other facilities for the provision of the Services.

- 6.02 The Contractor covenants and agrees with the Municipality that it will not employ any unfit person nor anyone not skilled in the work assigned to him/her. For greater clarity, being under the influence of, or in the possession or use of intoxicating beverages or drugs on the work site shall be sufficient reason to declare an employee unfit.
- 6.03 All employees of the Contractor must be well groomed, polite and professional in manner when dealing with the public. The Contractor will, at the request of the Municipality, remove from providing the Services any employee who the Municipality, acting reasonably, considers is failing to meet the high standards required by this Agreement for providing the Services.
- 6.04 The Contractor is responsible for the proper storage and protection of materials and supplies. No advertising signs or notices will be permitted on the premises, except as expressly permitted.
- 6.05 The Municipality's Chief Administrative Officer, or her designate, may, upon reasonable notice to the Contractor, enter and inspect the premises from time to time during the Term during regular business hours. If in the discretion of the District the Contractor's Services are not acceptable, the Contractor will be notified either verbally or in writing of the corrective measures to be taken.
- 6.06 Upon such notification as indicated in Section 6.05, the Contractor must proceed without delay to institute corrective measures.

7. CONFIDENTIALITY

- 7.01 The Contractor will at all times treat as confidential, all information supplied to or obtained by the Contractor or its subcontractors as a result of this Agreement and the provision of the Services and will not permit the publication, release or disclosure of such confidential information without the prior written consent of the Municipality, except as required by law.

8. ASSIGNMENT AND SUB-CONTRACTING

- 8.01 The Contractor will not assign, either directly or indirectly, this Agreement or any right of the Contractor under this Agreement.
- 8.02 This Agreement will be binding upon the Municipality and its assigns and the Contractor, its successors and permitted assigns.

9. CONFLICT OF INTEREST

- 9.1 The Contractor will not, during the Term, perform a service for or provide advice to any person, firm or corporation where the performance of the service or provision of the advice may, in the reasonable opinion of the Municipality, give rise to a conflict of interest.

10. INDEMNIFICATION

10.01 The Contractor will indemnify and save harmless the Municipality, its elected and appointed officials, employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Municipality may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Contractor or of any agent, employee, officer, director or sub-contractor of the Contractor pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the Municipality.

11. INSURANCE

11.01 The Contractor will obtain, maintain and pay for during the Term, the following insurance:

- a. Commercial General Liability and Property Damage Insurance with limits for bodily injury and property damage of \$5,000,000 for each occurrence, listing the Municipality as an additional insured and containing a cross-liability clause; and
- b. Owned and non-owned automobile liability insurance coverage in the amount of \$5,000,000 for each occurrence. Every policy of insurance must include a clause by which the insurer is required to give the Municipality 30 days written notice by registered mail prior to cancellation or substantial amendment of such policy. Upon execution of this Agreement and from time to time as may be requested by the Municipality, the Contractor will provide the Municipality with a certificate of insurance for the required insurance policies or such other proof of coverage as may be acceptable to the Municipality.

12. TERMINATION

12.01 Notwithstanding any other provision of this Agreement, if the Contractor fails to comply with any provision of this Agreement, then, and in addition to any other remedy or remedies available to the Municipality, the Municipality at its option, may terminate this Agreement by the Municipality giving written notice of termination to the Contractor and, when such option is exercised, the Municipality will be under no further obligation to the Contractor.

12.02 Notwithstanding any other provision of this Agreement, either party may terminate the Agreement at any time upon 120 days written notice delivered to the parties at the addresses shown in Section 14 of this Agreement, or at such shorter time and in such a manner as may be mutually agreed upon by the parties.

13. NON-WAIVER

13.01 A waiver of any provision or breach by the Contractor of this Agreement will be effective only if it is in writing and signed by the Municipality and will not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.

14. NOTICES

14.01 Any notice, payment, or any or all of the Material that either party may be required or may desire to give or deliver to the other will be conclusively deemed validly given or delivered to and received, if delivered personally on the date of such personal delivery or if mailed, on the third business day after mailing in British Columbia by pre-paid post addressed if to the Municipality:

DISTRICT OF COLSTREAM

9901 Kalamalka Road
Coldstream, B.C.
V1B 1L6

If to the Contractor:

<>

14.02 Either party may, from time to time, advise the other by notice in writing of any change of address, and after the giving of such notice the address specified will be conclusively deemed to be the address of the party giving such notice.

15. MISCELLANEOUS

15.01 The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.

15.02 No amendment or modification to this Agreement will become effective until after it has been reduced to writing and executed by the parties.

15.03 Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.

15.04 This Agreement shall be governed by the laws of the Province of British Columbia.

15.05 All disputes arising out of or in connection with this Agreement will be referred to and finally resolved by arbitration under the rules of the British Columbia International Commercial Arbitration Centre (the "Centre") and:

- c. the appointing authority will be the Centre; and
- d. the case will be administered by the Centre in accordance with its "procedures or cases under the BCICAC Rules".



IN WITNESS WHEREOF the parties have executed this Agreement this _____ day of _____, 2024.

DISTRICT OF COLDSTREAM by its authorized)
signatory:)

_____)
Keri-Ann Austin, Chief Administrative Officer)

[insert contractor name])

_____)
_____)